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AGREEMENT

between

TOWNSHIP OF JEFFERSON

and

LOCAL 911, INTERNATIONAL UNION OF PRODUCTION,  
~~CLERICAL AND PUBLIC EMPLOYEES~~

Blue  
Collar  
Unit

NOVEMBER 1, 1997 THROUGH OCTOBER 31, 2000

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## PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of November, 1997, between the Township of Jefferson, hereafter referred to as the "Township", and Local 911, International Union of Production, Clerical & Public Employees, with its principal place of business located at 50 Essex Street, Rochelle Park, New Jersey 07662, hereafter referred to as the "Union". This Agreement shall be in effect from November 1, 1997, through and including October 31, 2000.

ARTICLE I  
RECOGNITION

The Township recognizes the Union as the sole and exclusive collective bargaining agent with regard to rates of pay, hours of work and other conditions of employment for all blue collar employees employed by the Township including truck driver, heavy equipment operator, equipment operator, senior maintenance repair/mason, laborer, mechanic worker, recreation maintenance worker, senior mechanic repair/mason, mechanic repairman, animal warden/pound keeper, building service worker, laborer and other employees in the Department of Utilities and Department of Public Workers, but excluding: managerial executives, confidential employees, professional employees, policemen and supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

Titles herein shall be defined to include the plural as well as the singular, and shall include male as well as females.

ARTICLE 2  
TOWNSHIP RIGHTS AND RESPONSIBILITIES

Section 1. In order to effectively administer the affairs of the Township and to properly serve the public, the Township hereby reserves unto itself, as public employer, all the powers, rights, authorities, duties and responsibilities conferred upon and vested in it by law or otherwise prior to the signing of this Agreement. Without limitation of the foregoing, the Township's prerogatives include but are not limited to the following rights:

- A. To manage and administer the affairs and operation of the Township;
- B. To direct the Township's working forces and operation;
- C. To hire, promote and assign employees;
- D. To demote, suspend, discharge or otherwise discipline employees;
- E. To maintain the efficiency of the Township operations;
- F. To determine the methods, means, job classifications and personnel by which such operations are to be conducted;
- G. To relieve employees from duties because of lack of work or for other legitimate reasons;
- H. To determine reasonable schedules of work and establish methods and processes by which such work is to be performed;
- I. To take whatever actions may be necessary to carry out the responsibilities of the Township;
- J. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and
- K. To promulgate rules and regulations from time to time which may effect the orderly and efficient administration of municipal government.

Section 2: With respect to Section 1 above, the Township's use and enjoyment of its powers, rights, authorities, duties and responsibilities, the adoption of its policies and practices or the promulgations of rules and regulations in furtherance thereof, and the exercise of discretion in connection therewith, shall be limited only by the terms of this Agreement and to the extent that the same conform to the laws of New Jersey and of the United States.

Section 3: Nothing contained in this Agreement shall operate to deny or restrict the Township in the exercise of its rights, responsibilities and authorities pursuant to the laws of this state or the United States.

### ARTICLE 3 DUES CHECK OFF

Section 1: The Township, after receipt of written authorization from each individual employee, shall deduct the initiation fees and dues from each Union member's pay check due to him/her on the first payday of each month and shall transmit them, in alphabetical order, within a week, but not later than the 15th of the month, to the Union. Any member who does not receive a pay check on the first pay day of the month will have dues deducted from the first pay check received that month. If no dues are deducted from the current month, a double deduction will be made the following month in order to bring the member up-to-date. Dues not already deducted for the current month must be deducted from the last pay check of a Union member when he/she leaves the employ of the Township, or is discharged. The Township agrees to forward the full name, address, and Social Security number of any employee for whom initiation fees and dues are deducted. The Township agrees to notify the Union monthly, when members are discharged, granted leaves of absence, absent due to illness or injury, or leaves the employ of the Township for any reason whatsoever.

Section 2: In making the deductions and transmittals as above specified, the Township shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

A. The Union shall indemnify and hold the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization forms submitted by the Union to the Township.

Section 3: The Township agrees to forward the full name and address of all new employees who become eligible for membership. The Township further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reasons therefore.

#### Section 4: Representation Fee

A. If an employee does not become a member of the Union during any membership year (from January 1 through December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as the majority representative.

B.1. Prior to the beginning of each membership year, the Union will notify the Township in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that year. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

B.2 In order to adequately offset the per capita cost of services rendered by the Union as a majority representative, the Representation Fee should be equal in amount to the regular

membership dues, initiation fees and assessments charged by the Union to its own members, and the Representation Fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

C.1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Township a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with section C.2. below, the full amount of the Representation Fee and will promptly will transmit the amount so deducted to the Union.

C.2. The Township will deduct the Representation Fee in equal installments, as nearly as possible, from the pay checks to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

a. 10 days after receipt of the aforesaid list by the Township ;

or

b. Thirty (30) days after the employee begins his or her employment in a bargaining position, unless the employee previously served in a bargaining unit position and continued in the employee of the Township in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, which ever is later.

C.3. If an employee who is required to pay a Representation Fee terminates his or her employment with the Township before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

C.4. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

C.5. The Union will notify the Township in writing of any changes in the list provided for in paragraph 1 above and or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than ten (10) days after the Township received said notice.

C.6. On or about the last day of each month after the Agreement becomes effective, the Township will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

C.7. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(e) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Township shall immediately cease making said deductions.



ARTICLE 4  
SENIORITY AND LAYOFF

Section 1: The Township shall establish and maintain a seniority list of employees, names and dates of employment from the date of last hire on a department basis, with the employee with the longest length of continuous service to be placed at the top of said seniority list. The name of all employees with shorter length of service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of hire with the Township.

Section 2: All bargaining unit members shall be put on the "Seniority List". Such list shall be maintained with additions and subtractions from month to month as required.

Section 3: In the event of a layoff, due regard shall be had for the qualifications of the employees. Seniority shall prevail in that the last hired employee shall be the first to be laid off, provided that the more senior employee is qualified to perform the remaining work as determined by the Township. Recall shall be as per Civil Service rules and regulations.

ARTICLE 5  
JOB VACANCIES, NEW JOBS CREATED

Section 1: The Administrator's office shall post openings on non-supervisory classifications in the negotiating unit on employee bulletin boards for at least five (5) work days to afford interested employees an opportunity to apply. Notice shall contain a job description, qualifications required, department where opening exists and rate of pay.

Section 2: To provide advancement opportunities, the Administrator's office shall post on employee bulletin boards any and all new positions or vacancies available in the Township regardless of whether or not they have been announced in the Civil Service Bulletin. In seeking inter-departmental transfers, whether promotional or lateral, employees shall not be discriminated against due to their status as Township employees.

Section 3: Employees interested, in order to be eligible, must sign the notice. Preference will be granted on the basis of departmental seniority provided the applicant has the necessary skill and ability to perform the work required. However, all other department employees and employees in other departments are eligible to bid. The Township shall determine which, if any, of the applicants meet the qualifications. The senior of those determined to be qualified shall be deemed the successful bidder. If an employee is dissatisfied with the determination of the Township, said employee may institute a meeting with the supervisor of the respective department involved within five (5) calendar days after the notification of the selection is made; however, the decision of the supervisor of the respective department involved may be made a subject for the grievance procedure.

Section 4: If a bidder is a successful applicant, said employee will be notified by a notice placed on the bulletin board within five (5) working days after the expiration of the five (5) working days required under Section 3 above.

Section 5: Any employee so selected to fill such job shall be granted a trial period of thirty (30) days. If it shall be determined by the Township at or prior to the completion of the thirty (30) days of the trial period that the promoted employee is not qualified to discharge the duties of the position to which said employee was promoted, the employee shall resume the former position held or the equivalent thereto. The employee shall receive the rate for the job as of the day that person begins the trial period. If removed from the position during or at the end of the trial period, the employee shall receive the rate of the position to which said employee is assigned. Nothing set forth in this section is intended to conflict with the provisions of N.J.A.C. 4A:4-5.1 et seq.

Section 6: The Township shall establish the hourly rate for any new or materially changed job title and shall notify the Union in writing. If the Union files a written protest, the Union and the Township shall jointly study the new changed job title and its relationship to the other job titles in the Township's system on the basis of factors and procedures customarily used in the job evaluation programs.

ARTICLE 6  
TRANSFER OF EMPLOYEES

Section 1: In the event an employee is temporarily transferred for the convenience of the Township to a higher paid job classification, the employee shall receive the higher paid job classification rate for all time worked in said higher paid job. For purposes of this Section, "temporarily" is defined as a time period greater than one day.

Section 2: In the event an employee is temporarily transferred for the convenience of the Township to perform work in a lower paid job classification, the employee shall continue to receive the rate of pay for his/her regular job classification.

Section 3: An employee will not be transferred to a position which will displace another Union worker performing a job.

ARTICLE 7  
AGREEMENT NOT TO STRIKE OR LOBBY/NO LOCKOUT

Section 1: The Union agrees that, during the term of this Agreement, neither it nor its officers, employees or members or other persons covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, or any similar actions which would involve suspension or interference with or disruption of the normal activities of the Township. Any employee participating in these prohibited activities may be disciplined by the Township.

Section 2: The Union agrees that during the term of this Agreement, it will refrain from lobbying before the Township Council, provided however, that it is recognized and agreed that Township employees acting individually may present matters unrelated to their employment with the Township to the Township Council for consideration on an individual basis as their need as Township resident requires.

Section 3: The Township agrees that there shall be no lockout during the continuance of this Agreement.

ARTICLE 8  
NON-DISCRIMINATION

Section 1: There shall be no discrimination by the Township or the Union against any employee on account of race, color, creed, age, sex, national origin, political affiliation, or other protected status as defined by state and federal law.

Section 2: There shall be no discrimination, interference or restraint or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union, or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement, who are not members of the Local Union.

Section 3: Any and all claims regarding equal employment opportunity provided for under this Agreement or under any federal, state or local fair employment practice law shall be addressed by an individual employee or the Union under the grievance and arbitration provisions set forth in Article 11 of this Agreement.

ARTICLE 9  
SHOP STEWARD

Section 1: The Union may appoint its accredited members who are employees of the Township to act as Shop Stewards. It shall be his/her duty to receive complaints and dispose of them in the manner provided under the Grievance and Arbitration Procedure. It is the intention of the parties hereto that the Shop Steward will, to the best of his/her ability, attempt to carry out the terms, provisions and intention of this Agreement and to that end, will cooperate with the Township to the fullest extent. It is understood and agreed, however, that the Shop Steward shall have no authority of any kind save that given under this Agreement.

Section 2: Within two working days after an employee's suspension or discharge, the Shop Steward shall be notified, in writing, of the Township's action.

ARTICLE 10  
BULLETIN BOARDS

Section 1: The Township will provide a bulletin board for the use of the Union in posting notices of Union meetings, elections, recreational and social events. Nothing shall be posted on said board which is disparaging to the Township. The Union shall furnish the Township with copies of all items posted before same are posted.

Section 2: No employee shall have the right to post any notice on the bulletin board.

ARTICLE 11  
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: If, during the term of this Agreement, a grievance, dispute or controversy should arise between the Township and the Union, or any of the employees covered by this Agreement as to the meaning or application of the provisions of this Agreement, there shall be no suspension of work, but an earnest effort shall be made to settle such differences immediately. To that end, all grievances, disputes or controversies must be presented within five (5) days after they arise, or they shall be deemed to have been waived. In order to carry out the intent of the foregoing, any differences that arise shall be settled in the ordered and manner as hereinafter set forth:

Section 2: Failure to at any step of this procedure to communicate a grievance decision with the specified time limits shall permit the grievant to proceed to the next step. Failure at any step to this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

Step 1: Within five (5) days of the time a grievance arises or within five (5) days of the date when the grievant shall know of its occurrence, the employee either directly or accompanied by a steward will present the grievance in writing to the Division/Department Head. Within five (5) working days after presentation of the grievance, the Division/Department Head will render a written decision to the employee and the Steward.

Step 2: Within five (5) days of the date the written answer from the Division/Department Head is received, the employee shall provide a submission, outlining the employee's exceptions to the Division/Department Head's decision. The Division/Department Head will arrange a meeting with the employee and the Union Shop Steward not later than (5) working days towards the end of attempting to resolve the grievance. The Division/Department Head shall give a written answer to the employee and Shop Steward not later than five (5) working days.

Step 3: Within five (5) days of the written answer, if the grievance is not resolved it shall be filed with the Township Administrator noting all exceptions to previous decisions. The Town Administrator will arrange a meeting at a mutually agreeable time and place not later than ten (10) working days after receipt of the written grievance.

The aggrieved party, the Shop Steward, and the Union's Business Representative shall be entitled to be present at the meeting. The Township Administrator shall give a written answer to the grievant and the union within five (5) working days after the meeting.

A group grievance, one that may affect a group of employees, may be presented by the Union at Step 1. Any grievance not processed to the next STEP in the Grievance Procedure within the time limits provided for such proceeding shall be deemed to have been waived and abandoned by the moving party. If a group grievance is filed by the Union, the grievance shall contain the job titles of those unit members for whom the grievance has been filed. If a grievance is filed by two or more bargaining unit members, the grievance shall set forth the names of the unit members alleged to have been aggrieved therein.

Step 4: ARBITRATION

A. If the grievance is not resolved in the third STEP, either party may appeal the



grievance to arbitration before an arbitrator selected in accordance with the rules and regulations of the Public Employment Relations Commission. The fees and expenses of the arbitrator shall be borne equally by the parties.

B. The award of the arbitrator hereunder shall be final, conclusive and binding upon the Township, the Union and the employee(s) involved.

C. The arbitrator shall not have the power or authority to add to, change or modify any of the provisions of this Agreement.

ARTICLE 12  
HOURS OF WORK AND OVERTIME

Section 1: The regular work week shall consist of forty (40) hours. All unit members employed by the Township as of the execution date of this Agreement shall have the work week in existence at the execution date grandfathered. The regular work week for all employees hired after the signing date of this contract shall be negotiated on an individual basis with the Union.

Section 2: The regular work day shall consist of eight (8) hours per day, beginning at 7:00 a.m. and ending at 3:30 p.m., a one half-hour lunch period and one (1) fifteen (15) minute coffee break each morning, said coffee break to be scheduled by the job foreman. On pay day each employee shall be entitled to forty-five (45) minutes for lunch. The lunch break shall be scheduled by the foreman on each job site. Each employee will be allowed fifteen (15) minutes clean up time at the end of each work day.

Section 3: All work performed in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay. With respect to the forty (40) hour provision above, time taken from work for sick leave, personal days, or vacations, is included within the forty (40) hour base period.

Section 4: An employee who works his regular shift and is required to continue working shall be entitled to one half (½) hour lunch period with no loss of pay, plus meal allowance. Every seven (7) hours thereafter, he shall be entitled to another one half (½) hour lunch period, plus the meal allowance set forth below.

Section 5: The Employee shall receive a maximum of nine (\$9.00) dollars reimbursement for each meal provided for under Section 4 above upon submission of a receipt to the Division/Department Head.

Section 6: Any employee required to work on a holiday shall be paid at two (2x) times the employee's regular rate of pay for all hours worked on a holiday in addition to the holiday pay.

Section 7: Overtime shall be rotated to insure that all employees share equally in available overtime hours. The Supervisor shall maintain a list of employees by department in seniority order. Initial distribution of available overtime hours shall begin with the most senior personnel and shall be rotated down the list for all subsequent assignments. The Supervisor shall also maintain a log of overtime assignments including the employees he has requested to work overtime and any employee's refusal of same, if that is the case. The Division/Department Head and foreman reserve the right to determine if a call-out emergency requires a specialty and may go outside the rotating overtime procedure in order to address emergency.

Section 8: Overtime for employees of the Municipal Utilities Authority will be mandatory for Saturday and Sunday for a minimum of two (2) hours. This overtime will be

distributed as stated in Section 7 of this Article.

Section 9, On Call Time: Employees assigned to remain on call or at home, by either the Division/Department Head or the general foreman, shall receive fifty (\$50.00) dollars per day compensation for being on stand by and shall not have "On Call" time included within the forty (40) hour base period for the purpose of entitlement to overtime or otherwise have such time be considered as actual hours worked. This amount will increase to seventy-five (\$75.00) dollars in the second and third years of this Agreement. This Section will be effective as of the signing date of this contract and will not be retroactive.

The Employee shall have the right to notify the Township prior to a vacation day of his desire not to be on call while on vacation.

Should the employee be called in to standby at the Public Works garage, he/she shall be clocked in and clocked out and shall be compensated at the overtime rate for each hour he/she was on said stand-by. He/she shall be guaranteed a minimum two (2) hours and during this time, he/she can be assigned at the discretion of the Division/Department Head within the job classification. For the purpose of this section, "on call time" shall not include time spent while standing by at the Public Works garage.

Section 10, CALL BACK/CALL OUT/IN PAY

a. Any employee who is requested to return to work after completing the regular shift and has left his place of work shall be guaranteed a minimum of two (2) hours work at one and one-half (1½) the employee's regular rate of pay, per incident, provided such hours do not overlap into the employee's regular working hours.

The employees shall have the right to notify the Township prior to a vacation day of his/her desire not to be on call while on vacation.

b. When an employee is required to work more than seven (7) hours past the normal work day, the employee shall be entitled to one-half (½) hour dinner period at no loss of pay.

c. When employees are called out for snow or ice removal, one (1) mechanic shall also be called out at the sole discretion of the Division/Department Head or foreman.

d. In no event shall the number of hours required exceed the maximum allowed under the Code of Federal Regulations for those employees who are required to hold and use a commercial driver's license.

ARTICLE 13  
HOLIDAYS

Section 1: Employees shall be granted holidays with pay for eight (8) hours at the employee's regular hourly rate, although no-work is performed, as designated below:

1. New Year's Eve
2. New Year's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Election Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Eve
12. Christmas Day
13. Veteran's Day
14. Employee's Birthday

Section 2: If an employee's birthday falls on a holiday as designated above, the employee will be entitled to take either the day before or the day after the employee's actual birthday as the birthday holiday.

Section 3: Should any of the holidays designated above fall on Sunday, the following Monday shall an official holiday. Should any of the holiday's designated above fall on Saturday, the Friday immediately preceding the Saturday shall be an official holiday. Said official holidays shall be with pay.

Section 4: To be eligible for a paid holiday, an employee must have a paid day on the last scheduled day before and the first scheduled day after a holiday.

ARTICLE 14  
VACATIONS

Section 1: Employees shall be granted vacation leave based upon length of service, pursuant to the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION DAYS PER YEARS</u>
First (1st) year of employment	One (1) day per month from date of hire to December 31st
Second (2nd) year of service through Five (5) years of service year	Fourteen (14) working days per
Sixth (6th) year of service through Ten (10) years of service year	Sixteen (16) working days per
Eleventh (11th) year of service through Fifteen (15) years of service	Nineteen (19) working days per year
Sixteenth (16th) year of service through Twenty (20) years of service	Twenty-two (22) working days per year.
Twenty-first (21st) year of service through Twenty-fifth (25th) year of service	Twenty-five (25) working days per year.

\*Employees hired prior to the execution date of this Agreement will receive: two (2) years through five (5) years - sixteen (16) days vacation.

Section 2: In accordance with the above schedule, each employee shall receive pay at the straight time rate for regularly scheduled hours in advance for each calendar day of vacation that such employee shall be entitled to. Vacations shall be scheduled by the Township in keeping with considerations related to seniority, work load and good staffing practices to insure efficient operation of their offices.

Section 3: Employees shall be permitted to take a minimum increment of one half (½) day vacation.

ARTICLE 15  
SICK LEAVE

Section 1: "Sick Leave" shall mean the approved absence from post of duty by an employee because of illness, accident or exposure to contagious disease of the employee, or attendance by the employee upon a member of the employee's immediate family who is seriously ill, requiring the care or attendance of such employee. For the purpose of this Article, "immediate family" shall mean a relative of the family residing in the employee's household or a dependant.

Section 2: Each employee shall be entitled to sick leave credits at the rate of one and one-quarter (1 1/4) days per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of the said year and the employee has used more sick leave than appropriate, he/she shall have an amount equal to his/her daily rate of pay deducted from his/her final pay for each day of sick leave taken in excess of the number to which he/she was entitled.

A. In the event an employee exhausts his/her sick leave for the year and is absent (an) additional day(s), any accrued but unused vacation or personal days will be used as an alternative to docking the employee's pay for this absence.

Section 3: Each employee will be credited with fifteen (15) days of sick leave annually for each succeeding calendar year of full time employment, which is cumulative. Accumulated sick leave shall be paid at the rate of one (1) day's pay for every two (2) days of unused accumulated sick leave time up to a maximum of six (6) months' pay upon separation from the Township service in good standing with a minimum of fifteen (15) years with the Township of Jefferson. In the event an employee terminates with less than fifteen (15) years of service or is terminated not in good standing, there shall be no right to the payment of accumulated sick leave. The Township of Jefferson shall have six (6) months from the date of said separation from service to make such payments. If upon termination from the Township's service, and employee has used more sick leave than that to which he is entitled, he/she shall have deducted from his/her final pay an amount equal to the daily rate of pay for each day of sick leave taken in excess of the number of sick days to which he/she is entitled.

Section 4: Each employee is required to notify his/her superior by one-half hour before starting on each day of absence. Should the employee be unable to reach his/her superior, then the Township Administrator's office must be notified. It is recognized that there may be instances when it is impractical or impossible to give daily notice, as in the case when an employee is hospitalized or seriously disabled, in which case it shall be sufficient that the employee or a member of the employee's family notify the superior or Township Administrator's office giving reason for absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent such instances, the daily requirements of notice shall be enforced. Failure to give notification as required will result in loss of sick leave for that day and may constitute a resignation pursuant to Civil Service (New Jersey Department of Personnel) rules and regulations.

Section 5: A certificate from a reputable physician in attendance shall be required as proof of the need for a leave of absence or the need for the employee's attendance upon a member of the employee's immediate family. In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

Section 6: Where any employee is absent from duty due to illness for less than five (5) days at one time, the Township may waive the required production of the physician's certificate. However, in the event of absence from duty due to illness for five (5) or more days at one time, the employee shall be required to submit a physician's certificate to his/her superior to justify payment of sick leave. An accumulative of ten (10) sick days, the days having been taken at various times, except as noted above, may be approved without a physician's certificate. All sick time in excess of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay. The Township may, in its discretion, require examination by a physician appointed by a physician appointed by it, prior to allowing an employee to return to work. The Township may require visits of the Township nurse to the home of an employee on sick leave.

Section 7: Nothing contained in this Article 17 of the Agreement supersedes the employee's rights and responsibilities or the Township's obligations as set forth in the Township's family and medical leave policy.

ARTICLE 16  
OTHER LEAVES

Section 1: Jury Duty. Each employee shall be allowed leave with differential pay if required for jury duty. A written request for such leave shall be given by the employee to his/her supervisor at least two (2) weeks in advance or the next business day following the employee's receipt of the jury duty notice. When granted said leave, an employee shall receive the difference between pay received for jury duty and the employee's wages for the leave period.

Section 2: Bereavement. The Township shall provide bereavement leave with pay not to exceed four (4) working days in the case of the death of an employee's spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, grandchildren, or stepchild.

The Township shall provide bereavement leave with pay not to exceed one (1) working day in the case of the death of relatives of the second degree for attendance at the funeral. Such relatives shall include, but not be limited to, grandparent, sister-in-law, brother-in-law, aunt, uncle, niece and nephew.

Section 3: Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the Township. For a leave without pay, the employee shall submit a written request to his/her supervisor at least thirty (30) days in advance stating the reason for the request, and the time required. This request will be forwarded to the Township Administrator and answered at least two (2) weeks in advance of the requested leave. If the Employee's required absence exceeds the normal pay period, the Employee shall be required to report to the Treasurer's Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

Section 4: In cases of emergency such as illness or accident involving members of the employee's immediate family, the Department Head and the Township Administrator may grant permission to the employee to leave the job and attend to such emergency. Any time so used shall be chargeable against sick leave for the day of occurrence on an hour-for-hour basis. Any additional time required shall be treated in accordance with Article 17 - Sick Leave.



ARTICLE 17  
UNIFORMS

Section 1: Uniforms, both warm weather and cold weather, foul weather gear, a winter coat, hard hats and/or safety shoes will be supplied. These items are to be replaced with new items when worn or damaged as determined by the Division/Department Head. The Township will provide cleaning and maintenance of uniforms. After the initial issue, replacement will only be made if the old uniform is returned.

Section 2: An employee shall be permitted to wear his/her own t-shirts as an outer garment, with discretion, except when directed by the foreman or superior to wear uniform shirts, and only when the superior determines it to be a safety hazard for the task being accomplished.

Section 3: Any employee who is required to wear safety shoes in the performance of his/her job duties shall be reimbursed to a maximum of one hundred (\$125.00) dollars per year for the purchase of safety shoes upon submission of a dated receipt.

ARTICLE 18  
HEALTH INSURANCE

Section 1: Existing hospital and medical insurance benefits shall be continued by the Township during the life of this Agreement.

Section 2: Group Life Insurance is automatically provided upon enrollment in the Public Employees Retirement System, with coverage as provided by the system.

PRESCRIPTION DRUG REIMBURSEMENT PLAN

Section 1: Each employee eligible to participate in the Prescription Drug Reimbursement Plan shall be reimbursed for actual expenses incurred by the employee or his/her dependents as defined by the Plan, for prescription drugs up to and including a maximum amount of \$185.00 per year. The Township shall reimburse the employee upon presentation of a receipt showing the following:

1. The name of the employee or dependant, as defined by the Plan, for whom the prescription drug cost was incurred.
2. The prescription number.
3. The amount which the employee spent and the date the cost was incurred.
4. The name and address of the pharmacy from which the prescription drug was purchased.
5. Employees shall submit bills on the second and fourth Tuesday of each month. All bills shall be reviewed for approval by the Township Administrator. The finance department shall reimburse each employee from Petty Cash fund and charge appropriate budget line item (Department #185). The Finance Department shall keep complete accounting for the Township Council and Auditor verification.

Section 2: Reimbursement shall only be permitted for expenses which have not been for or reimbursed by any other health expense reimbursement plan or health insurance plan under which the employee and/or his eligible dependants are covered.

DENTAL PLAN

Section 1: Dental insurance equivalent to that currently provided and shall be provided to all eligible unit members.

## OPTICAL PLAN

**Section 1:** Employees shall be eligible to receive reimbursement for eye examinations and/or prescription eyeglasses in an amount not to exceed that set forth as follows:

1997	\$150.00
1998	\$175.00
1999	\$175.00

**Section 2:** Reimbursement shall be made upon submission of receipts or other acceptable proof of payment expenses incurred by the employee only. The receipt must contain the following information:

1. The name of the employee for whom the examination and/or eye glasses were prescribed.
2. The amount which the employee spent and the date the cost was incurred.
3. Name and address of the optometrist or other professional from whom the eyeglasses were purchased or where examination was administered.

**Section 3:** Employees shall submit bills on the second and fourth Tuesday of each month. All bills shall be reviewed for approval by the Township Administrator. The finance department shall reimburse each employee from Petty Cash fund and charge the appropriate budget line item (department #185). The finance department shall keep complete accounting for the Township Council and Auditor verification.

**Section 4:** Reimbursement shall only be permitted for optical expenses which have not been paid or reimbursed by any other health expense reimbursement plan or health insurance plan under which the employee is covered.

The Township agrees to show any changes in medical coverage at the Union, thirty (30) days prior to any changes.

## CDL PHYSICALS

- - - - -To the extent that the Township requires an employee to have and maintain a commercial driver's license, the Township will reimburse the employee for any physical examination required under state or federal law as a condition of holding such license.

ARTICLE 19  
SALARY AND WAGES

Section 1: The salary and wages of all Bargaining Unit employees covered by this Agreement shall be increased as follows:

A. Effective January 1, 1997, all unit employees shall receive an across-the-board increase of four (4%) percent.

B. Effective January 1, 1998, all unit employees shall receive an across-the-board increase of four (4%) percent.

C. Effective January 1, 1999, all unit employees shall receive an across-the-board increase of three (3%) percent.

Section 2: Notwithstanding the matters set forth in Section 1, the Township reserves the right to set starting salaries and wages for any position, provided, however, that the starting salaries are not higher than that presently paid to the employees in the unit or the new employee exhibits skills which may benefit the Township. The Township reserves the right to set the pay to reflect past work experience and various skills.

Section 3: In the event an employee is transferred from one unit position to another, and such transfer constitutes a promotion pursuant to the prevailing table of organization of the Township, the employee shall receive a minimum salary increase of five (5%) percent over the salary then in effect for the position from which the employee is transferred. The foregoing references to the table of organization and promotion are for informal purposes only, it being expressly understood that the nature, scope and formulation of a table of organization, and the determination of which transfers constitute promotions are non-negotiable, non-grievable, and non-arbitrable subjects over which the Township reserves the total discretionary authority and control.

ARTICLE 20  
LONGEVITY

Section 1: All full-time bargaining unit employees hired on or before the date of the signing of this Agreement shall be entitled to longevity awards after the fourth (4th) year of employment. All full-time employees hired on or before April 15, 1992 shall be eligible for longevity payments. Rates to be as follows:

1997	\$1.275.00
1998	<del>\$1.275.00</del>
1999	\$1.375.00
2000	<u>\$1.475.00</u>

Oct 3 150  
2000

Section 2: A proportionate share of longevity payment will be made bi-weekly as part of the employee's base pay. Both the Township and the employee will make pension contributions on longevity payments.

ARTICLE 21  
STATE AND TEMPORARY DISABILITY INSURANCE

All full-time employees covered herein will be enrolled in the New Jersey State Temporary Disability Plan. Fifty (50%) percent of the cost for said Disability Plan will be paid by the Township of Jefferson and the remainder will be paid by the individual employee. Said employee's share will be deducted from employee pay periods determined by the Township.

ARTICLE 22  
PENSIONS

The Township shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey. All legislation modifying pensions and retirement benefits which are mandatory will be implemented.

ARTICLE 23  
SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement should be held or adjudged illegal or in violation of any present or future law, such adjudication shall not invalidate any other portion or provision of this Agreement, nor relieve either party thereto from their liabilities and obligations under this Agreement which shall continue in full force and effect. In the event that any portion of said Agreement is held illegal as above mentioned, the parties agree to meet promptly in order to negotiate a proper and legal substitute therefore.



ARTICLE 24  
FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

This Agreement shall not be modified in whole or part by the parties, except by a written instrument duly executed by both parties.

ARTICLE 25  
TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of the day and year first above written, and shall be in effect to and including October 31, 2000. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, by no later than July 30th of the year in which the Agreement expires, of a desire to change, modify, or terminate this Agreement. Except where expressly so stated herein, no provision of this Agreement shall be effective prior to the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Lake Hopatcong, New Jersey on the day and year first above written.

TOWNSHIP OF JEFFERSON:

LOCAL 911 INTERNATIONAL UNION OF  
PRODUCTION, CLERICAL AND PUBLIC  
EMPLOYEES:

Evelyn G. Brown  
Phyllis L.

D. Hull B.A.  
Louis J. Larascio

ATTEST:

ATTEST:

Robert J. Gallione, Jr.  
ROBERT J. GALLIONE, JR.  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAR 16, 1998  
I. D. # 2109669

Timothy M. Milau  
William R. King

BRIDGE CONTRACT TO BE DONE

143025

AS ADDENDUM DIT 12-3-97

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12-3-97